

NORTH
AMERICAN
CAR

NORTH AMERICAN CAR CORPORATION

33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
Telex #255222

13452

RECORDATION NO. _____ FINE \$4.00

JAN 28 1982 - 1 15 PM
INTERSTATE COMMERCE COMMISSION

2-029A036

No. 1
JAN 28 1982

Date.....

Fee \$ 60.00

ICC Washington, D. C.

January 5, 1982

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Secretary:

I have enclosed an original and several counterparts of the document described below, to be recorded pursuant to section 11303 of title 49 of the U.S. Code.

This document is a Bailment Agreement and Assignment of Lease, a primary document, dated December 29, 1981.

The names and addresses of the parties to the document are as follows:

Bailor, Assignee and Debtor: Mr. Willard Formydural,
P.O. Box 532, Aberdeen, North Carolina 28315.

Bailee, Assignor and Secured Party: North American Car
Corporation, 33 West Monroe Street, Chicago, Illinois
60603.

Please cross-index this filing under the name of the Atchison, Topeka and Santa Fe Railway Company, 80 East Jackson Boulevard, Chicago, Illinois 60604, the lessee of the equipment referred to below.

A description of the equipment covered by the Bailment Agreement and Assignment of Lease is contained in Schedule 1 thereto.

Fees of \$50 for recordation and \$10.00 for cross-indexing are enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the messenger presenting this document for recordation.

A short summary of the document to appear in the index follows:

Bailment Agreement and Assignment of Lease between Mr. Willard Formydural, P.O. Box 532, Aberdeen, North Carolina 28315, Bailor, Assignee and Debtor, and North American Car Corporation, 33 West Monroe Street, Chicago, Illinois 60603.

Page: 2

Bailee, Assignor and Secured Party, and covering the equipment referred to above. Under the terms of said Bailment Agreement and Assignment of Lease the Bailer bails said Equipment to the Bailee for the purpose therein set forth, the Assignor assigns absolutely to the Assignee the lease described therein of said Equipment and the Debtor grants to the Secured Party a Security interest in and to said Equipment to secure the obligation of Debtor described therein.

Very truly yours,



Edward H. Soderstrom II
Attorney

EHS/cc

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

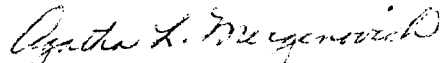
Edward H. Soderstrom II
Attorney
North American Car Corp.
33 West Monroe
Chicago, IL 60603

January 28, 1982

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/28/82 at 1:15PM , and assigned re-recording number(s). 13452

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

2 me

RECORDATION NO. 13452

JAN 28 1982 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

BAILMENT AGREEMENT

And

ASSIGNMENT OF LEASE

THIS BAILMENT AGREEMENT AND ASSIGNMENT OF LEASE is dated as of December 29, 1981 and is entered into between WILLARD FOMYDURAL ("Owner") and NORTH AMERICAN CAR CORPORATION, a Delaware corporation ("Manager").

WHEREAS, Owner and Manager have entered into a conditional sale contract (the "Conditional Sale Contract") and a management agreement (the "Management Agreement"), dated as of the date hereof, pursuant to which Manager will sell to Owner, and manage the leasing, operation and servicing of, the railcars described in Schedule 1 hereto (the "Cars").

ARTICLE 1

Bailment

In consideration of the agreements contained in the Management Agreement and hereinafter set forth, Owner hereby bails each Car to Manager for a term commencing upon the date hereof and continuing thereafter so long as such Car remains subject to the Management Agreement. Manager agrees to hold each Car as bailee and to perform its obligations set forth herein and in the Management Agreement.

ARTICLE 2

Assignment of Lease

2.1. Assignment. In consideration of the obligations of Owner to pay the purchase price of the Cars, Manager does hereby assign to Owner all of its right, title and interest, whether now or hereafter acquired, as lessor under and pursuant to each and all leases covering the Cars, and any guarantees in respect thereof, free and clear of all liens, security interests and other encumbrances other than the purchase money security interest of Manager pursuant to the Conditional Sale Agreement and the Management Agreement, including, without limitation, the lease described in Schedule 2 hereto and also in any and all extensions and renewals thereof or of any other leases, including the right to any and all sums and moneys payable to Manager pursuant thereto and any and all

rights of Manager to receive said sums and moneys and agrees that such assignment is an absolute, outright, irrevocable, unconditional, present assignment, not intended as security; provided, however, that so long as Manager shall not be in default under the Management Agreement, subject always to the terms and provisions of the Management Agreement, Manager shall collect and receive all such sums and moneys under the leases, and exercise all rights and remedies of the lessor under the leases.

2.2. Further Assurance. Without limiting the foregoing, Manager hereby further covenants that it will, upon the written request of Owner, execute and deliver such further instruments and do and perform such other acts and things as Owner or its assigns may deem necessary or appropriate to effectively vest in Owner and its assigns the interests assigned pursuant to this Article 2 or other rights or interests due or hereafter to become due.

ARTICLE 3

Manager's Security Interest

To secure the payment of the purchase price of each Car pursuant to the Conditional Sale Agreement the Owner hereby grants to Manager a security interest in such Car and the lease in respect of such Car. Owner agrees to execute and deliver to Manager all such documents as may be reasonably requested by Manager to perfect Manager's security interest in such Car in any jurisdiction at Manager's expense. Concurrently with the payment of the purchase price Manager shall execute and deliver to Owner all instruments necessary to evidence the release of such security interest in such Car and shall record such instruments in all appropriate public offices, all at Manager's expense.

IN WITNESS WHEREOF, Owner and Manager have caused this Bailment Agreement and Assignment of Lease to be executed by their duly authorized officers, all as of the date first above written, although actually executed on the dates indicated in the acknowledgments hereto.

[Corporate Seal]

Attest:

X By William J. Thompson
Its _____

Title: _____

[Corporate Seal]

Attest:

Title: Asst. Sec'y

NORTH AMERICAN CAR CORPORATION

By


J. F. Compton
Its Vice President

STATE OF NORTH CAROLINA

COUNTY OF HOKE

I, PAULA J. LEE, a Notary Public, of said County and State, do hereby certify that WILLARD FORMYDUVAL, personally appeared before me this day and acknowledged the due execution of the foregoing Bailment Agreement and Assignment of Lease, dated December 29th, 1981 between Willard Formyduval and North American Car Corporation for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 30th day of December, 1981.


NOTARY PUBLIC

My commission expires: 2-16-83

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of December, 1981 before me personally appeared James F. Compton, to me personally known, who being by me duly sworn, says that he is a Vice President of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My commission expires: Oct. 23 1982

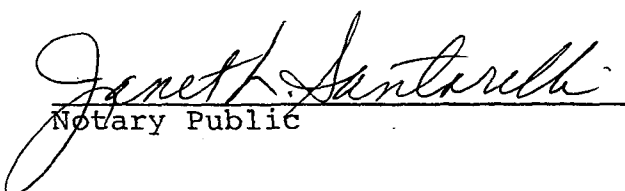

Notary Public

EXHIBIT A

RIDER #6 66 CARS - LO Covered Hopper Cars

ALL REPORTING MARK INITIALS ARE "SFLC"

<u>Mark</u>	<u>Serial#</u>	<u>Mark</u>	<u>Serial#</u>	<u>Mark</u>	<u>Serial#</u>
800966	48627	800988	48650	801010	48679
800967	48628	800989	48651	801011	48680
800968	48629	800990	48652	801012	48681
800969	48630	800991	48653	801013	48682
800970	48631	800992	48654	801014	48683
800971	48632	800993	48656	801015	48684
800972	48633	800994	48657	801016	48685
800973	48634	800995	48658	801017	48686
800974	48636	800996	48659	801018	48687
800975	48637	800997	48660	801019	48688
800976	48638	800998	48661	801020	48689
800977	48639	800999	48662	801021	48690
800978	48640	801000	48664	801022	48691
800979	48641	801001	48665	801023	48692
800980	48642	801002	48666	801024	48693
800981	48643	801003	48667	801025	48694
800982	48644	801004	48668	801026	48695
800983	48645	801005	48669	801027	48696
800984	48646	801006	48670	801028	48697
800985	48647	801007	48675	801029	48698
800986	48648	801008	48677	801031	48892
800987	48649	801009	48678	801032	48895